

# NW

Norfolk and Western Railway Company  
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Roanoke, Virginia 24042

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General Attorneys  
William C. Wooldridge  
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Assistant General Solicitors

9828  
RECORDATION NO. .... Filed  
NOV 9 1978 - 11 40 AM  
INTERSTATE COMMERCE COMMISSION  
R. Curtis Steele, Jr.  
Angelica Didier Lloyd  
Assistant General Attorneys  
J. Gary Lane  
Attorney

November 7, 1978

0-323464

Mr. H. G. Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. ....  
Date.....  
Fee \$50.00

ICC Washington, D. C.

Dear Sir:

In accordance with Section 20c of the Interstate Commerce Act and the Commission's Rules, I submit herewith for recording with the Commission three counterparts, properly executed and acknowledged, of a letter security agreement dated as of November 1, 1978, between Shenandoah-Virginia Corporation and General Electric Company, relating to equipment intended for use in connection with interstate commerce.

The parties to the transaction evidenced by the letter security agreement are as follows:

VENDOR: General Electric Company  
2901 East Lake Road  
Erie, Pennsylvania 16531  
PURCHASER: Shenandoah-Virginia Corporation  
8 N. Jefferson Street  
Roanoke, Virginia 24042

The equipment covered by the letter security agreement is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers (both inclusive)</u>
Up to 35	3,000 h.p. 6-axle diesel electric locomotives	C-C	8003-8037

RECEIVED  
NOV 9 11 36 AM '78  
OPERATION BR. I.C.C.

Mr. H. G. Homme, Jr.  
November 7, 1978  
Page 2

The equipment will be lettered "Norfolk and Western," "NW," or with some other appropriate designation. In addition, the following legend, in letters not less than one inch in height, will be marked on each side of each unit of the equipment:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY  
AGREEMENT FILED UNDER INTERSTATE COMMERCE ACT, SECTION 20c.

Norfolk and Western Railway Company's check for the required recordation fee of \$50 is enclosed.

Following recordation, please return two of the counterparts, stamped with the Commission's recordation data, to our representative who hands this to you.

Very truly yours,

*William C. Wooldridge*

William C. Wooldridge

w/WCW  
Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

11/9/78

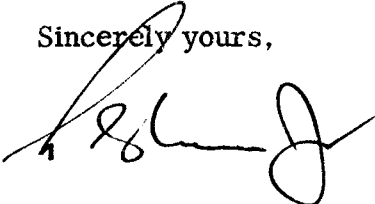
OFFICE OF THE SECRETARY

William C. Wooldridge  
Norfolk And Western Railway Co  
Roanoke, Va. 24042

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 11/9/78 at 11:40am  
and assigned recordation number(s) 9820

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

# SHENANDOAH-VIRGINIA CORPORATION

October 30, 1978

9828  
9828

RECORDATION NO. Filed 1425

NOV 9 1978 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

General Electric Company  
2901 East Lake Road  
Erie, Pennsylvania 16531

Attention: Roger Boucher, Esq.

Gentlemen:

This letter will confirm the undertaking of Shenandoah-Virginia Corporation, a wholly owned subsidiary of Norfolk and Western Railway Company, to receive delivery of and take title (subject to payment of the purchase price as hereinafter set forth) to such number of the 35 3,000 horsepower 6-axle diesel electric locomotives numbered 8003 to 8037, inclusive, as are delivered prior to the recording and deposit of Norfolk and Western Railway Equipment Trust Series No. 8 (which is now scheduled to occur by December 12, 1978), and to pay or cause to be paid to General Electric Company the purchase price of such locomotives on the schedule agreed to by representatives of Norfolk and Western and General Electric.


The obligations of Shenandoah-Virginia Company hereunder are contingent upon conformity of the locomotives to the terms and conditions of Norfolk and Western Railway Company's agreement with General Electric Company for their purchase, and upon receipt of a bill or bills of sale for units so received warranting title to the units to be free from all liens and encumbrances.

Shenandoah-Virginia Corporation will make these units available to Norfolk and Western Railway Company for its possession and use pending the completion of final financing of the units under the Series 8 Equipment Trust referred to above, at which time the units will pass to Norfolk and Western subject to that financing agreement. Except as specifically provided herein with respect to title passage and delivery and acceptance of the units, this arrangement does not supersede any contract or other obligation between General Electric and Norfolk and Western pertaining to the units.


General Electric Company  
October 30, 1978  
Page 2


Shenandoah-Virginia represents and warrants to General Electric that except for documentation of the interim possession and use of the units by Norfolk and Western Railway Company contemplated hereby, it will permit no lien or encumbrance to attach to the units prior to the recordation of Norfolk and Western Railway Equipment Trust Series No. 8, at which time this interim arrangement and the rights created thereunder will terminate without further action by the parties.

Yours very truly,

  
James T. Valleroy  
President  
Shenandoah-Virginia Corporation

Acknowledged and Approved:

  
John R. Turbyfill  
Vice President - Finance  
Norfolk and Western Railway Company

  
General Electric Company

COMMONWEALTH OF VIRGINIA    )  
  ) ss.:  
CITY OF ROANOKE                    )

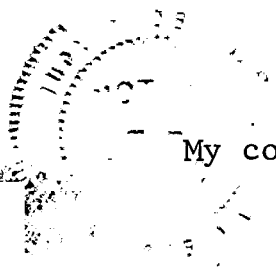
On this 30th day of October, 1978, before me personally appeared James T. Valleroy, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
*Judy A. McLanney*  
Notary Public

My commission expires: March 14, 1981

COMMONWEALTH OF VIRGINIA    )  
  ) ss.:  
CITY OF ROANOKE                    )

On this 30th day of October, 1978, before me personally appeared John R. Turbyfill, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
*Judy A. McLanney*  
Notary Public

My commission expires: March 14, 1981

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
CITY OF ERIE )

On this 3rd day of November, 1978, before me personally appeared Jack Kirker, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
Notary Public

My commission expires: **DORIS W. CHILCOTT, NOTARY PUBLIC**  
**LAWRENCE PARK TWP., ERIE CO., PA.**  
**MY COMMISSION EXPIRES NOV. 26, 1979**

